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## SECTION B – Schedule of Items

### Janitorial Services Sioux Ranger District, Custer Gallatin National Forest Corner of 1<sup>st</sup> and Park Camp Crook, SD 57724

Item	Description	Quantity	Unit	Unit Price	Total Base Period
001	Janitorial Services – Base Period – 06/01/2015 05/31/2016	12	Months	\$	\$

Item	Description	Quantity	Unit	Unit Price	Total Option Year 1
002	Janitorial Services – Option Year 1 – 06/01/2016 05/31/2017	12	Months	\$	\$

Item	Description	Quantity	Unit	Unit Price	Total Option Year 2
003	Janitorial Services – Option Year 2 – 06/01/2017 05/31/2018	12	Months	\$	\$

<b>Total Base + All Option Years</b>			<b>\$</b>		
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**Note:** Quotes must be provided on all items. All quotations shall be rounded to the nearest cent.

This is a Request for Quotation (RFQ); therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

Vendor shall be registered in [www.sam.gov](http://www.sam.gov) prior to award (sam.gov replaces the CCR/ORCA registrations).

The Forest Service has transitioned to an electronic invoicing system. Vendor shall also be registered in the Invoice Processing Platform, [www.ipp.gov](http://www.ipp.gov) to submit invoices at the end of each month's services.

**Quoters please refer to Instructions, Conditions, and Notices to Quoters (page 17 of 33) of this solicitation to understand what documents need to be returned with quotation.**

There is no scheduled site visit for this solicitation. Interested quoters who would like to tour the office building or need technical information please contact Tyler Beck at 605-797-4432.

Price quotation furnished by:

Name _____	Phone (____) _____
Address _____	FAX (____) _____
_____	E-mail _____
DUNS # _____	

## **SECTION C – Statement of Work**

### **SCOPE**

The service in this contract will consist of all jobs necessary to maintain the premises, furniture, and fixtures in a clean and sanitary condition and a quality consistent with that normally expected in buildings subjected to considerable public use.

The Contractor shall be responsible for the orderliness and cleanliness in areas used for offices and storage including the break room area. All areas shall be kept clean, neat, and free of fire and safety hazards and unsanitary conditions.

### **PLACE OF PERFORMANCE**

The janitorial services are required for the Sioux Ranger District Office, Camp Crook, SD. The Office is a single story building and is utilized by both Forest Service and Bureau of Land Management employees. The office area to be maintained consists of approximately 4,800 square feet which is divided into twelve (12) rooms {including the two (2) restrooms and one (1) breakroom}, front and back entry ways, one (1) hallway, and a common area with (6) individual office cubicles. The entire area is covered by carpet with the exception of the restrooms and front and back entry ways, which are covered by ceramic tile; the mechanic room, which is concrete; the break room, which is covered by linoleum; and the IT/Communications room, which is covered by anti-static linoleum.

### **PERFORMANCE BASED SERVICE CONTRACT**

This work is being solicited as performance based, commercial item contract. Performance based means the Contractor is responsible for an end product. If an end product is not provided, an adjustment to the payment will be made. A commercial item contract streamlines the terms and conditions to resemble those already used in the everyday marketplace.

### **QUALITY CONTROL**

The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of this contract. The role of the Government is quality assurance to ensure contract standards are met.

Records of quality inspections shall be kept and made available to the Government throughout the performance period and for the period after contract completion until final settlement of any claims under this contract.

A description of the site specific quality control inspection plan shall be provided within thirty (30) days of contract award. The plan shall include control procedures for security of Government-provided items such as keys, lock combinations; location of the inspection documents; corrective or preventive actions that will be taken to meet quality standards; and a customer comments feedback system.

### **BUILDING SECURITY**

The Contractor shall be responsible for safeguarding all Government property. At the end of each work period, all Government facilities, equipment, and materials shall be secured. The Contractor shall double check all doors at the end of each service visit. Lights shall be turned off.

The Contractor shall prohibit the use of keys issued by the Government by any persons other than the contract employees. The Contractor shall not duplicate any keys issued by the Government and shall immediately report to

the Contracting Officer any occurrences of lost or duplicated keys. In the event keys are lost or duplicated, the Contractor may be required to re-key or replace the affected lock(s) or perform re-keying. Cost of such work shall be deducted from the Contractor's payment.

### **SAFETY**

The Contractor will be responsible for conducting appropriate safety measures. No one under the age of 18 is allowed on the worksite due to safety reasons.

### **SUPERVISION AND QUALIFICATIONS**

A background check may be required on the Contractor and any employee(s) prior to award. Upon request, a social security number shall be provided to the Contracting Officer.

The Contractor must provide security sufficient to prevent illegal entry into or loitering on the premises; to prevent loss by pilferage or theft; and to admit to the space during off-duty hours only those who are authorized to enter.

### **GOVERNMENT FURNISHED PROPERTY**

- Keys, or locks necessary for access to areas requiring work under this contract  
**NOTE**—Only the Contractor and COR will have keys to the Janitorial Room
- Waste receptacles for refuse disposal
- Large and Small plastic garbage bags
- Lockable storage space for cleaning supplies and equipment, accessible by COR and Contractor
- Toilet paper
- Paper towels for the paper towel holders in the restrooms and break room  
Not for general cleaning purposes, which will be provided by the contractor
- Koala Bear Changing Table Liners in Women's Bathroom
- Light bulbs for the office lights
- Antibacterial hand soap for restrooms and break room
- Air freshener for restrooms
- Cleaning solution for IT/Communication anti-static flooring only, all other floor cleaning supplies is provided by Contractor.
- Ladder, 10', to access light fixtures and windows.
- Utilities
- Room Fan Dusting head (initial) and long handle  
(Replacement pads will be provided by the contractor)
- Window Washing head (initial) and long handle  
(Replacement head will be provided by the contractor).
- At the option of Government, any other items necessary to perform the services required under this contract

**\*\*NOTE--** The Contractor shall notify the Government when Government furnished supplies are within two weeks of depletion. No supplies provided by the Government will be issued out by the contractor without the COR's direction to do so.

## **CONTRACTOR FURNISHED PROPERTY/SUPPLIES**

Contractor will provide any other cleaning supplies needed including, but not limited to, window, floor, and toilet cleaner, broom, dust pan, mop/bucket, rags, vacuum cleaner with bags, rug cleaner with cleaning solution and any other cleaning supplies they may need to complete the services requested in this contract.

## **TECHNICAL SPECIFICATONS**

Janitorial Services for the Sioux Ranger District Office shall be performed, per the following guidelines:

June 1<sup>st</sup> through May 31<sup>st</sup> – two times per week (after the hours of 5:30 p.m. on either Wednesday or Thursday, and any time on Saturdays, Sundays, or Holidays).

On evenings when meetings are held in the building, cleaning will need to be accomplished before or after the meeting. A schedule of meetings will be furnished to the Contractor.

## **FREQUENCY OF SERVICE.**

Cleaning shall be done Bi weekly. Work day shall be agreed upon and approved by the Contracting Officer's Representative (COR). Bi-Annual and Tri-Annual services shall be performed when such cleaning is most beneficial. Bi-Annual, Tri-Annual, and Annual cleaning shall be scheduled with the COR.

### **Work Schedule**

#### **1. Weekly**

- a. Empty contents of wastebaskets and refuse containers into containers provided.
- b. Remove finger marks and smudges from wall, woodwork, and glass surfaces.
- c. Sweep all hard floors and vacuum all carpeted floors to the extent necessary to remove rocks, dust, and litter.
- d. Dust and wash all visible surfaces of furniture in general work areas used by all employees and the receptionist counter; fixtures, equipment, window sills and moldings.
- e. Damp mop all waxed floors using neutral cleaner to remove dirt without disturbing waxed surfaces. No all-in-one wax/cleaner solution will be used. This causes a wax build-up on the surfaces of the floors.
- f. Wash all toilet fixtures with warm water and soap. Disinfect urinals and toilet. Damp wipe toilet paper, towel, and other dispensers.
- g. Maintain adequate supplies of toilet paper, paper towels, and soap in restrooms and break room.
- h. Clean, wash, etc., kitchenette area (washing dishes not included).
- i. Remove black heel and other marks from floors to maintain them in a presentable condition.
- j. Wax and buff traffic area(s) from which black marks have been removed as necessary to protect the flooring.
- k. Maintain the Janitorial Room in a clean and organized manner as to prevent mold and mildew.

2. **Monthly**

- a. Remove old wax from all floors (with exception of the IT/Communications room which has anti-static flooring – damp mop bi-weekly with anti-static floor cleaner. The COR will evaluate when floor will need to be stripped, at which time the Government will provide the proper cleaning supplies for this floor only). Re-apply slip-resistant wax recommended for use on the particular flooring, *beginning with initial service*

3. **Tri-Annually**

- a. Wash light fixtures and damp wipe fluorescent tubes.
- b. Wash Inside and Outside windows.
- c. Dust mini blinds
- d. Lift dust grates in front and back entry way floors and clean under them

4. **Bi-Annually**

- a. Shampoo carpeted areas and dust mats two times per year, once in the month of December and once in the month of June. The Contractor will notify the COR a week in advance prior to cleaning.
  1. Contractor is not responsible for moving heavy items that are not on rollers such as desks, tables, bookcases; **or** boxes/items (files, etc) left by employees by their work areas that they have not picked up/removed prior to cleaning carpets. All items on rollers will be moved and cleaned under by the contractor.

**QUALITY ASSURANCE SURVEILLANCE PLAN  
FOR CUSTODIAL SERVICES**

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this Statement of Work. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Service Delivery Summary (SDS) in the maintenance contract.

**The QASP provides a systematic method to evaluate the services the contractor is required to furnish.**

This QASP is based on the premise the government desires to maintain a quality standard in the custodial functions needed for their facilities and that a janitorial service contract to provide these services is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a “self-

correcting” contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a high quality assurance program.

Performance Objective	Performance Threshold
<b><u>Basic Cleaning Services.</u></b> Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty. Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible.	95% of all facilities are without customer complaints for the month.  Random sampling of inspection reports by COR.
Performance Objective	Performance Threshold
<b><u>Periodic Cleaning Services.</u></b> Floors have a glossy uniform appearance free of scuffmarks, heel marks, wax build-up, and other stains and discoloration. Windows are free of film, dirt, smudges, water, and other foreign matter. Carpets are free of stains and discoloration. Heating and return vents are free of dust.	95% of all facilities receiving periodic services are without customer complaints for the reporting period.  Random sampling of inspection reports by COR.

**SURVEILLANCE:** The government quality assurance (QA) person will receive complaints from station personnel and pass them to the contractor's quality control inspector (QCI) for correction.

**STANDARD:** 95% of all facilities are without customer complaints for the month or service period. For example, the QA should receive no more than 5 customer complaints during the service period. The QA shall notify the contracting officer for appropriate action in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items or the appropriate Inspection of Services clause, if any of the above service areas exceed five customer complaints.

**PROCEDURES:** Any station employee that observes unacceptable services, either incomplete or not performed, for any of the above performance objectives should immediately contact the QA and the QA will complete appropriate documentation to record the complaint. The QA will consider the customer complaint valid upon receipt from the customer. The QA should inform the customer of the approximate time the unacceptable performance will be corrected and advise the customer to contact the QA if not corrected. The QA will consider customer complaints as resolved unless notified otherwise by the customer. The QA shall verbally notify the Contractor's Quality Control Inspector (QCI) to pick up the written customer complaint. The QCI will be given 24 hours after verbal notification to correct the unacceptable performance. If the QCI disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the QCI will notify the QA. The QA will conduct an investigation to determine the validity of the complaint. If the QA determines the complaint as invalid, he will document the written complaint of the findings and notify the customer. The QA will retain the annotated copy of the written complaint for his/her files. If after investigation the QA determines



the complaint as valid, the QA will inform the QCI and the QCI will be given an additional hour to correct the defect. A defect will not be recorded if proper and timely correction of the unacceptable condition(s) is accomplished. The QCI shall return the written customer complaint document, properly completed with actions taken, to the QA, who will file the complaint for monitoring future recurring performance. Recurring customer complaints are not permitted for any of the above service items. If a repeat customer complaint is received indicating the same deficiency during the service period (month, quarter, etc.), the QA should contact the Contracting Officer for appropriate action.

## **SECTION D - Packaging and Marking**

For this solicitation there are NO clauses in this section.

## **SECTION E - Inspection and Acceptance**

**FAR 52.246-1 Contractor Inspection Requirements. (APR 1984)**

## **SECTION F - Deliveries or Performance**

**AGAR 452.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract is from June 1<sup>st</sup> through May 31<sup>st</sup> for base period.

(End of Clause)

## **SECTION G - Contract Administration Data**

**AGAR 452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 30 days after the date of contract award. The conference will be held at: a date and time to be determined.

(End of Clause)

## **SECTION H - Special Contract Requirements**

For this solicitation there are NO clauses in this section.

## **SECTION I - Contract Clauses**

**FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

(End of clause)

**FAR 52.204-7 System for Award Management. (JUL 2013)**

**FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)**

**FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**FAR 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**

**FAR 52.222-3 Convict Labor. (JUN 2003)**

**FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

**FAR 52.222-26 Equal Opportunity. (MAR 2007)**

**FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)**

**FAR 52.222-41 Service Contract Labor Standards. (MAY 2014)**

**FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)**

**FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**  
**FAR 52.223-6 Drug-Free Workplace. (MAY 2001)**  
**FAR 52.232-1 Payments. (APR 1984)**  
**FAR 52.232-8 Discounts for Prompt Payment. (FEB 2002)**  
**FAR 52.232-11 Extras. (APR 1984)**  
**FAR 52.232-18 Availability of Funds. (APR 1984)**  
**FAR 52.232-23 Assignment of Claims. (MAY 2014)**  
**FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**  
**FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**  
**FAR 52.233-1 Disputes. (MAY 2014)**  
**FAR 52.233-3 Protest after Award. (AUG 1996)**  
**FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**  
**FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**  
**FAR 52.243-1 Changes - Fixed-Price. (AUG 1987)**  
**FAR 52.244-6 Subcontracts for Commercial Items. (JUL 2014)**  
**FAR 52.245-1 Government Property. (APR 2012)**  
**FAR 52.245-9 Use and Charges (APR 2012)**  
**FAR 52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984)**  
**FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)**  
**FAR 52.253-1 Computer Generated Forms. (JAN 1991)**

**FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed5 years.

(End of clause)

**FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

**Employee Class 11150- Janitor**

**Monetary Wage \$9.95 per hour plus Fringe Benefits**

(End of clause)

**FAR 52.245-2 Government Property Installation Operation Services. (APR 2012)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

- Keys, or locks necessary for access to areas requiring work under this contract  
**NOTE**—Only the Contractor and COR will have keys to the Janitorial Room
- Waste receptacles for refugee disposal
- Large and Small plastic garbage bags
- Lockable storage space for cleaning supplies and equipment, accessible by COR and Contractor
- Toilet paper
- Paper towels for the paper towel holders in the restrooms and break room  
Not for general cleaning purposes, which will be provided by the contractor
- Koala Bear Changing Table Liners in Women's Bathroom
- Light bulbs for the office lights
- Antibacterial hand soap for restrooms and break room
- Air freshner for restrooms
- Cleaning solution for IT/Communication anti-static flooring only, all other floor cleaning supplies is provided by Contractor.
- Ladder, 10', to access light fixtures and windows.
- Utilities
- Room Fan Dusting head (initial) and long handle  
(Replacement pads will be provided by the contractor)
- Window Washing head (initial) and long handle  
(Relacement head will be provided by the contractor).
- At the option of Government, any other items necessary to perform the services required under this contract

(End of clause)

**AGAR 452.237-75 Restrictions Against Disclosure. (FEB 1988)**

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also

agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

**AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants. ALT 1 (FEB 2012)**

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that is –
- (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
  - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
- (b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 and 434.

(End of Clause)

**SECTION J - List of Documents, Exhibits, and Other Attachments**

J1. Experience Questionnaire

J2. Wage Determination WD 2005-2485 (Rev.-14) dated 12/22/2014; website: <http://www.wdol.gov/sca.aspx>

J3. Quality Assurance Surveillance and Biobased Plan. This is an example of information needed.

## **SECTION K - Representations, Certifications, and Other Statements of Offerors**

### **FAR 52.204-8 Annual Representations and Certifications. (MAY 2014)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720
- (2) The small business size standard is \$18.0 million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
  - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution

Representation. This provision applies to-

- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:  
(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.[]

Title[]

Date[]

Change[]

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**FAR 52.223-1 Biobased Product Certification. (MAY 2012)**



**AGAR 452.219-70 Size Standard and NAICS Code Information. (SEP 2001)**

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All

- NAICS Code 561720
- Size Standard \$18 million

(End of provision)

**SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents**

**Quote Submittal:**

Contractors wishing to submit a quote must include the following:

- Request for Quotation (SF-18); Completed and signed.
- Section B – Schedule of Items.
- Experience Questionnaire included in Section J.
- Annual Representations & Certifications included in Section K.
- Completed AGAR 452.209-70 included in Section L.
- Quoter is required to submit a site specific quality control inspection plan and biobased plan.
- Acknowledge Amendments per the instructions in Block 11 on the SF-30 (if applicable).

**FAR 52.237-1 Site Visit. (APR 1984)**

**AGAR 452.204-70 Inquiries. (FEB 1988)**

**AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. ALT 1 (FEB 2012)**

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) **The Offeror represents that –**

(1) The Offeror **is** [ ], **is not** [ ] (**check one**) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2)(i) The Offeror **has** [ ], **has not** [ ] (**check one**) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror **has** [ ], **has not** [ ] (**check one**) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror **does** [ ], **does not** [ ] (**check one**) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

## **SECTION M - Evaluation Factors for Award**

### **52.212-2 Evaluation - Commercial Items. (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price, past performance and capability to accomplish this type of work. Past performance and experience when combined are of equal importance as price. The experience questionnaire will be used as part of the evaluation.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

## J.1: Experience Questionnaire

USDA Forest Service  <p style="text-align: center;"><b><u>EXPERIENCE QUESTIONNAIRE</u></b></p> <p>Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.</p>		1. Contractor Name, Address, and Telephone Number			
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?			
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?					
6. List below the projects your business has completed within the last three years:					
Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information		
7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:					
Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete
8a. Have you ever failed to complete any work awarded to you? <input type="checkbox"/> Yes <input type="checkbox"/> No 8b. Has work ever been completed by performance bond? <input type="checkbox"/> Yes <input type="checkbox"/> No 8c. Did you look at the project site(s) on-the-ground? <input type="checkbox"/> Yes <input type="checkbox"/> No 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:					

**EXPERIENCE QUESTIONNAIRE CONTINUED**

9. Employees and equipment that will be available for this project:

- a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_
- b. Are employees regularly on your payroll: ☐ Yes ☐ No
- c. Specify equipment available for this contract: \_\_\_\_\_  
\_\_\_\_\_
- d. Estimate rate of progress below (such as 2.0 acres/man/day):  
(1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

**NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.**

<p><b>CERTIFICATION</b></p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>	<p>12a. CERTIFYING OFFICIAL'S NAME AND TITLE</p>	
	<p>b. SIGNATURE (Sign in ink)</p>	<p>13. DATE</p>

## J.2 Wage Determination

WD 05-2485 (Rev.-14) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2485
Diane C. Koplewski		Revision No.: 14
Director		Date Of Revision: 12/22/2014
Division of		
Wage Determinations		

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: South Dakota

Area: South Dakota Counties of Bennett, Butte, Corson, Custer, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Meade, Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.72
01012 - Accounting Clerk II		12.04
01013 - Accounting Clerk III		13.95
01020 - Administrative Assistant		17.58
01040 - Court Reporter		15.49
01051 - Data Entry Operator I		10.58
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.95
01070 - Document Preparation Clerk		11.05
01090 - Duplicating Machine Operator		11.05
01111 - General Clerk I		10.01
01112 - General Clerk II		10.97
01113 - General Clerk III		12.50
01120 - Housing Referral Assistant		15.88
01141 - Messenger Courier		9.33
01191 - Order Clerk I		10.95
01192 - Order Clerk II		11.95
01261 - Personnel Assistant (Employment) I		12.06
01262 - Personnel Assistant (Employment) II		13.63
01263 - Personnel Assistant (Employment) III		16.11
01270 - Production Control Clerk		16.37
01280 - Receptionist		10.46
01290 - Rental Clerk		9.49
01300 - Scheduler, Maintenance		11.27
01311 - Secretary I		11.27
01312 - Secretary II		12.61
01313 - Secretary III		15.88
01320 - Service Order Dispatcher		13.03

01410 - Supply Technician	17.58
01420 - Survey Worker	11.88
01531 - Travel Clerk I	11.24
01532 - Travel Clerk II	11.92
01533 - Travel Clerk III	12.61
01611 - Word Processor I	10.04
01612 - Word Processor II	11.27
01613 - Word Processor III	13.24
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.15
05010 - Automotive Electrician	16.37
05040 - Automotive Glass Installer	15.61
05070 - Automotive Worker	15.61
05110 - Mobile Equipment Servicer	14.01
05130 - Motor Equipment Metal Mechanic	17.15
05160 - Motor Equipment Metal Worker	15.61
05190 - Motor Vehicle Mechanic	17.15
05220 - Motor Vehicle Mechanic Helper	13.22
05250 - Motor Vehicle Upholstery Worker	14.81
05280 - Motor Vehicle Wrecker	15.61
05310 - Painter, Automotive	16.37
05340 - Radiator Repair Specialist	15.61
05370 - Tire Repairer	10.75
05400 - Transmission Repair Specialist	17.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.46
07041 - Cook I	10.62
07042 - Cook II	12.09
07070 - Dishwasher	7.97
07130 - Food Service Worker	8.50
07210 - Meat Cutter	13.03
07260 - Waiter/Waitress	7.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.67
09040 - Furniture Handler	11.52
09080 - Furniture Refinisher	16.67
09090 - Furniture Refinisher Helper	13.46
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	15.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	9.95
11090 - Gardener	12.76
11122 - Housekeeping Aide	9.95
<b>11150 - Janitor</b>	<b>9.95</b>
11210 - Laborer, Grounds Maintenance	10.53
11240 - Maid or Houseman	8.73
11260 - Pruner	9.63
11270 - Tractor Operator	12.66
11330 - Trail Maintenance Worker	10.53
11360 - Window Cleaner	10.28
12000 - Health Occupations	
12010 - Ambulance Driver	14.04
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	18.49
12015 - Certified Physical Therapist Assistant	18.49
12020 - Dental Assistant	14.39
12025 - Dental Hygienist	26.57
12030 - EKG Technician	22.80
12035 - Electroneurodiagnostic Technologist	22.80
12040 - Emergency Medical Technician	14.04
12071 - Licensed Practical Nurse I	12.55
12072 - Licensed Practical Nurse II	14.04

12073 - Licensed Practical Nurse III	15.66
12100 - Medical Assistant	12.17
12130 - Medical Laboratory Technician	15.57
12160 - Medical Record Clerk	13.01
12190 - Medical Record Technician	15.05
12195 - Medical Transcriptionist	13.46
12210 - Nuclear Medicine Technologist	29.62
12221 - Nursing Assistant I	9.42
12222 - Nursing Assistant II	10.59
12223 - Nursing Assistant III	11.56
12224 - Nursing Assistant IV	12.97
12235 - Optical Dispenser	13.13
12236 - Optical Technician	12.32
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	12.97
12305 - Radiologic Technologist	21.72
12311 - Registered Nurse I	18.46
12312 - Registered Nurse II	22.58
12313 - Registered Nurse II, Specialist	22.58
12314 - Registered Nurse III	27.32
12315 - Registered Nurse III, Anesthetist	27.32
12316 - Registered Nurse IV	32.75
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	13.72
13012 - Exhibits Specialist II	17.00
13013 - Exhibits Specialist III	20.78
13041 - Illustrator I	13.72
13042 - Illustrator II	17.00
13043 - Illustrator III	20.78
13047 - Librarian	18.82
13050 - Library Aide/Clerk	10.92
13054 - Library Information Technology Systems Administrator	17.00
13058 - Library Technician	12.29
13061 - Media Specialist I	13.02
13062 - Media Specialist II	14.56
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70
13072 - Photographer II	14.21
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13110 - Video Teleconference Technician	12.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.60
14042 - Computer Operator II	12.97
14043 - Computer Operator III	15.41
14044 - Computer Operator IV	16.16
14045 - Computer Operator V	20.32
14071 - Computer Programmer I	18.89
14072 - Computer Programmer II	23.41
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	11.60
14160 - Personal Computer Support Technician	24.25
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.28
15020 - Aircrew Training Devices Instructor (Rated)	33.61
15030 - Air Crew Training Devices Instructor (Pilot)	40.44

15050 - Computer Based Training Specialist / Instructor	29.28
15060 - Educational Technologist	23.68
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	17.93
15090 - Technical Instructor	16.89
15095 - Technical Instructor/Course Developer	18.95
15110 - Test Proctor	12.50
15120 - Tutor	12.50
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.45
16030 - Counter Attendant	8.45
16040 - Dry Cleaner	10.20
16070 - Finisher, Flatwork, Machine	8.45
16090 - Presser, Hand	8.45
16110 - Presser, Machine, Drycleaning	8.45
16130 - Presser, Machine, Shirts	8.45
16160 - Presser, Machine, Wearing Apparel, Laundry	8.45
16190 - Sewing Machine Operator	10.84
16220 - Tailor	11.40
16250 - Washer, Machine	8.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.94
19040 - Tool And Die Maker	20.17
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.15
21030 - Material Coordinator	16.37
21040 - Material Expediter	16.37
21050 - Material Handling Laborer	10.35
21071 - Order Filler	9.75
21080 - Production Line Worker (Food Processing)	13.15
21110 - Shipping Packer	12.96
21130 - Shipping/Receiving Clerk	12.96
21140 - Store Worker I	10.81
21150 - Stock Clerk	14.18
21210 - Tools And Parts Attendant	13.15
21410 - Warehouse Specialist	13.15
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.83
23021 - Aircraft Mechanic I	22.12
23022 - Aircraft Mechanic II	24.83
23023 - Aircraft Mechanic III	25.95
23040 - Aircraft Mechanic Helper	16.54
23050 - Aircraft, Painter	18.34
23060 - Aircraft Servicer	18.84
23080 - Aircraft Worker	20.00
23110 - Appliance Mechanic	16.66
23120 - Bicycle Repairer	10.36
23125 - Cable Splicer	24.56
23130 - Carpenter, Maintenance	14.66
23140 - Carpet Layer	15.68
23160 - Electrician, Maintenance	19.87
23181 - Electronics Technician Maintenance I	19.60
23182 - Electronics Technician Maintenance II	20.83
23183 - Electronics Technician Maintenance III	22.04
23260 - Fabric Worker	14.82
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	14.44
23311 - Fuel Distribution System Mechanic	23.27
23312 - Fuel Distribution System Operator	18.18
23370 - General Maintenance Worker	13.91
23380 - Ground Support Equipment Mechanic	22.12
23381 - Ground Support Equipment Servicer	18.84
23382 - Ground Support Equipment Worker	20.00



23391 - Gunsmith I	14.44
23392 - Gunsmith II	16.44
23393 - Gunsmith III	18.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.52
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	19.20
23440 - Heavy Equipment Operator	16.55
23460 - Instrument Mechanic	18.48
23465 - Laboratory/Shelter Mechanic	17.47
23470 - Laborer	10.35
23510 - Locksmith	16.79
23530 - Machinery Maintenance Mechanic	18.37
23550 - Machinist, Maintenance	16.18
23580 - Maintenance Trades Helper	13.25
23591 - Metrology Technician I	18.48
23592 - Metrology Technician II	19.45
23593 - Metrology Technician III	20.41
23640 - Millwright	18.38
23710 - Office Appliance Repairer	17.41
23760 - Painter, Maintenance	15.55
23790 - Pipefitter, Maintenance	19.22
23810 - Plumber, Maintenance	17.71
23820 - Pneudraulic Systems Mechanic	18.48
23850 - Rigger	18.48
23870 - Scale Mechanic	16.44
23890 - Sheet-Metal Worker, Maintenance	16.50
23910 - Small Engine Mechanic	15.68
23931 - Telecommunications Mechanic I	23.72
23932 - Telecommunications Mechanic II	24.97
23950 - Telephone Lineman	20.10
23960 - Welder, Combination, Maintenance	14.11
23965 - Well Driller	17.64
23970 - Woodcraft Worker	18.48
23980 - Woodworker	14.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	12.39
24610 - Chore Aide	9.18
24620 - Family Readiness And Support Services Coordinator	10.94
24630 - Homemaker	15.00
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.51
25040 - Sewage Plant Operator	16.57
25070 - Stationary Engineer	17.51
25190 - Ventilation Equipment Tender	12.75
25210 - Water Treatment Plant Operator	16.57
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.15
27007 - Baggage Inspector	10.70
27008 - Corrections Officer	14.99
27010 - Court Security Officer	17.50
27030 - Detection Dog Handler	14.45
27040 - Detention Officer	14.99
27070 - Firefighter	17.46
27101 - Guard I	10.70
27102 - Guard II	13.38
27131 - Police Officer I	18.61
27132 - Police Officer II	20.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.27

28042 - Carnival Equipment Repairer	10.96
28043 - Carnival Equipment Worker	8.49
28210 - Gate Attendant/Gate Tender	14.08
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.75
28510 - Recreation Aide/Health Facility Attendant	11.50
28515 - Recreation Specialist	16.08
28630 - Sports Official	12.55
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.38
29020 - Hatch Tender	17.38
29030 - Line Handler	17.38
29041 - Stevedore I	16.04
29042 - Stevedore II	18.47
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.57
30022 - Archeological Technician II	16.30
30023 - Archeological Technician III	20.20
30030 - Cartographic Technician	20.01
30040 - Civil Engineering Technician	19.14
30061 - Drafter/CAD Operator I	14.57
30062 - Drafter/CAD Operator II	16.30
30063 - Drafter/CAD Operator III	18.18
30064 - Drafter/CAD Operator IV	22.36
30081 - Engineering Technician I	12.70
30082 - Engineering Technician II	14.26
30083 - Engineering Technician III	16.28
30084 - Engineering Technician IV	19.77
30085 - Engineering Technician V	24.17
30086 - Engineering Technician VI	29.25
30090 - Environmental Technician	18.90
30210 - Laboratory Technician	17.39
30240 - Mathematical Technician	20.20
30361 - Paralegal/Legal Assistant I	15.62
30362 - Paralegal/Legal Assistant II	19.36
30363 - Paralegal/Legal Assistant III	23.69
30364 - Paralegal/Legal Assistant IV	28.66
30390 - Photo-Optics Technician	20.20
30461 - Technical Writer I	21.02
30462 - Technical Writer II	25.71
30463 - Technical Writer III	31.10
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.18
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.44
31030 - Bus Driver	12.64
31043 - Driver Courier	11.71
31260 - Parking and Lot Attendant	10.36
31290 - Shuttle Bus Driver	13.61
31310 - Taxi Driver	11.67
31361 - Truckdriver, Light	13.61
31362 - Truckdriver, Medium	14.53
31363 - Truckdriver, Heavy	16.07

31364 - Truckdriver, Tractor-Trailer	16.07
99000 - Miscellaneous Occupations	
99030 - Cashier	8.46
99050 - Desk Clerk	8.84
99095 - Embalmer	24.34
99251 - Laboratory Animal Caretaker I	13.13
99252 - Laboratory Animal Caretaker II	14.07
99310 - Mortician	24.34
99410 - Pest Controller	16.54
99510 - Photofinishing Worker	12.10
99710 - Recycling Laborer	13.04
99711 - Recycling Specialist	15.23
99730 - Refuse Collector	11.92
99810 - Sales Clerk	10.93
99820 - School Crossing Guard	11.33
99830 - Survey Party Chief	17.26
99831 - Surveying Aide	11.11
99832 - Surveying Technician	14.45
99840 - Vending Machine Attendant	14.12
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

### J3: Example of Quality Assurance Surveillance and BioBased Plan for Janitorial Work

#### QUALITY ASSURANCE SURVEILLANCE AND BIOBASED PLAN FOR JANITORIAL WORK

- 1. Purpose:** This Quality Assurance Surveillance Plan (QASP) describes methods that will be used to monitor the Contractor's performance. The QASP is not part of the Contract. It is provided to the Contractor solely for informational purposes and is subject to change by the Government during the life of the contract. The Government reserves the right to perform assessments more or less often than outlined in this QASP.
- 2. Introduction:** The QASP establishes methods to assess or evaluate performance of the Contractor under the contract. It is designed to provide an effective method of monitoring Contractor Performance for each objective on the Performance Requirements Summary (PRS) in the contract. The Government is concerned with the quality of the services provided, and not with the method that the Contractor uses to provide the services.
- 3. Responsibility for Quality Control:** The Contractor is responsible for quality control and management actions to meet the performance requirements and terms of the Contract. The Government performs quality assurance to assess the quality of services rendered, if the services meet the contract requirements, and if the contract standards are achieved.
- 4. Surveillance Methods:** The Government will evaluate the Contractor's performance under this contract. Examples of Government surveillance may include:
  - a. Government Inspections.
  - b. Customer complaints with verification by the CO.
  - c. Review of Contractor's Quality Control documentation.
- 5. Deduction Methods:** The Government will record performance noting any substandard performance. For substandard performance, the Government's preferred course of action will be discussions with the Contractor to make the Contractor aware of the problem, and to effectively prevent any recurrence of substandard performance. The Government may also take the following actions:
  - a. Presentation of a Contract Discrepancy Report requiring a written explanation for substandard performance.
  - b. Payment deductions in accordance with the PRS;
  - c. Payment deductions in accordance with the applicable FAR clause(s).
  - d. Require correction or re-performance of the service.

#### PERFORMANCE REQUIREMENTS SUMMARY

##### Performance Based Deduction Formula

Performance Objective	Weight	Maximum Allowable Defect Rate	Surveillance Method
Overall Cleaning	70%	3 defects per month	Random Sampling Inspection or Verified Customer Complaint
Perform Work Within Schedule Requirements	5%	3 defects per month	Random Sampling inspection or Verified Customer Complaint

Maintain Security of Building and Compound Access	25%	3 defects per month	Random Sampling inspection or Verified Customer Complaint
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**Deduction Threshold.** If the number of defects, or instances of unacceptable performance, observed during a month-long period is equal to or less than the maximum allowable defect rate (MADR), then there will be no deduction in payments to the Contractor for that task. However, if the number of defects observed during a month-long period is greater than the MADR, then there will be a deduction in payments to the Contractor for that task.

**Example of Deduction Amount to Contractor Payments.**

The MADR for janitorial work is three (3) defects per month based on the performance objective. A verified customer complaint regarding any maintenance work that falls below the standards set forth in the PWS will be considered a defect as will any inspected work that falls below the same standards. If one or more complaint is received regarding the same item, this will only be considered one complaint. Upon notice of the defect(s), the contractor will be given 24 hours to correct prior to a deduction being taken.

Assume that there is four verified customer complaints regarding untimely refuse collection during the month:

Four defect exceeds the MADR of three, a deduction in the payment to the Contractor for this month will be made;

The deduction amount will be as follows:

- (i) Assume the maximum possible contract payment for all items is \$1,000.00 per month.
- (ii) Timely refuse collection is weighted at 70% of the monthly total payment, which equals \$700.00.
- (iii) A deduction of 1/30 of \$700.00 will be taken for every day the defect remains uncorrected, starting from the date the defect was first reported to the contractor.
- (iv) Therefore, if the defect was reported to the contractor on July 1 and it was not corrected until July 6 this would equal five defective days. Thus the deduction would be  $5 \times 1/30 \times \$700.00 = \$105.00$
- (v) The Contractor will receive a monthly payment of \$895.00 which is the maximum possible monthly payment of \$1,000.00 minus the deduction amount of \$105.00.

**Surveillance Guide and Evaluation Procedure.** The CO will use an inspection checklist to evaluate Contractor performance. At the end of each month, the CO will summarize their findings, calculate the deduction amount, and notify the Contractor of any deduction being made. Notice to the Contractor will not be made if there is no deduction.

**BIOBASED**

*Insert the Contractor's policy stating its commitment to the use of biobased product, employee health and safety. Along with the Contractor's declaration to staying current with biobased products. Include the standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.*

**Complete list of biobased products that will be used at site:**

Product by Brand Name	Volume to be used	Cost
All purpose cleaner Degreaser/cleaner	XXX	\$XX.XX
Heavy duty cleaner Deodorizer	XXX	\$XX.XX



Product by Brand Name	Volume to be used	Cost
Carpet shampoo Floor finish Gum remover Floor finish restorer	XXX	XXX.XX
Disinfectant sanitizer Floor sealer	XXX	XXX.XX

This Plan will be reviewed and updated annually, and as required by the COR.